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Takeover Industries, Inc., a Nevada
corporation,

v.
Plaintiff,
Michael Holley, et al.,

Defendants.

Case No. CV-22-00357-PHX-JJT

**[PROPOSED] ORDER
GRANTING PRELIMINARY
INJUNCTIVE RELIEF
AND
APPOINTING A RECEIVER**

15 The Court having received and considered Plaintiffs' Emergency Motion for
16 Injunctive Relief, and good cause appearing,

17 **IT IS HEREBY ORDERED** that Defendant Michael Holley and Third-Party
18 Defendant Toby McBride are preliminarily restrained and enjoined from acting as either
19 a Director or Officer of Takeover Industries, Inc.

20 **IT IS FURTHER ORDERED** appointing _____ as a
21 Receiver for Takeover, Inc. to act with the authority and duty to oversee the normal
22 business operations of Takeover Industries, Inc., until such time as a further order of this
23 Court may be entered. The Receiver shall be obligated, but not be limited to, the
24 following duties:

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1 The Receiver shall serve as an agent of this Court when serving under this Order
2 and shall comply with the Federal Rules of Civil Procedure, the Local Rules of this
3 Court, and any/all additional orders to the Receiver as may be entered.

4 **IT IS FURHTER ORDERED** that compensation for the Receiver shall be borne
5 by Takeover Industries, Inc., and the Receiver shall _____.

6 **IT IS FURHTER ORDERED** that Third-Party Defendant Jason Tucker shall
7 continue to act as the Company's President and Treasurer, unless and until relieved by
8 the Receiver. Mr. Tucker shall be responsible to provide the Receiver immediate and
9 unfettered access to all company records, financials, assets, and information necessary to
10 effectuate the intent of this Order.

11 **IT IS FURTHER ORDERED** that Defendant Michael Holley and Third-Party
12 Defendant Toby McBride, and all other persons in active concert or participation with
13 them, whether acting directly or indirectly, are preliminarily restrained and enjoined
14 from:

- 15 a. Contacting, interfering or attempting to interfere with the Receiver
16 or the Company's employees, investors, vendors and shareholders;
- 17 b. Interfering or attempting to interfere with the Company's contracts
18 or agreements with third parties;
- 19 c. Disparaging the Company or its practices, its products, its
20 management (including, but not limited to, Jason Tucker) and/or otherwise taking
21 actions that are likely to cause harm to the Company or its reputation or goodwill.

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